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BANGALORE, THURSDAY, AUGUST 16, 1906.

PART II.

Notifications by Govt. of India, Resident, Chief Court, &c.

BEFORE THE HON'BLE THE RESIDENT IN MYSORE, AT BANGALORE.

Application in file No. 254 of 1906.

In the matter of the estate of V. Subbanna Mudaliar, late of Venkatasamy Naidu Street, Civil and Military Station, Bangalore Cantonment ... ... *Deceased.*

Manikammal .. .. *Applicant.*

Whereas Manikammal, resident of 8 Lakshmana Mudaliar Street, claiming to be the widow, of the said V. Subbanna Mudaliar, deceased, has applied for a certificate under Section 17, Act VII of 1889, to collect Rs. 2,000 due to the estate of the said deceased by the Postal Insurance Fund, Madras, under Policy No. 2626 C—7305, dated 2nd June 1902.

Notice is hereby given of the said application; and all claimants in the estate of the said V. Subbanna Mudaliar, deceased, are invited to appear before the Hon'ble the Resident at Bangalore on Saturday the 8th of September 1906 at 11 A.M., when the petition of the said Manikammal will be heard, and the right to the certificate determined.

Given under my hand and seal this 11th day of August 1906.

"By Order"

N. S. THIRUMALAI AIYANGAR,

Registrar.

FOREST DEPARTMENT.

Notification dated 11th August 1906.

1. Notice is hereby given that sealed tenders will be received at the office of the District Forest Officer, Kolar, up to 3rd September 1906 for the purchase of the exclusive privilege of collecting tangadi (Cassia auriculata) and kakke (Cassia fistula) barks for a period of about 9½ months (ending with 30th June 1907) in all Government lands including State Forests and Plantations of all the taluks of the Kolar District.

N. B.—The produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals, is not included in the above sale.

2. Tenders may specify the price offered for the barks of the whole district each taluk separately.

8. Each tender must be accompanied by a deposit of Rs. 200 in currency notes as earnest money, in default of which, it will be rejected. Covers containing the tenders should be addressed to the District Forest Officer, Kolar, and should be duly registered, insured and superscribed "Tender for tangadi and kakke barks."

4. Tenders will be opened by the District Forest Officer at the District Forest Office, Kolar, at 2 P.M., on the 3rd September 1906 in the presence of such tenderers as choose to be present.

5. The above officer reserves to himself the power to accept or reject any tender without assigning any reasons therefor. The acceptance of the tender will be subject to the confirmation of the Deputy Commissioner.

6. The earnest money of the successful tenderer will be retained and that of the rest will be returned forthwith.

7. Within one week of the intimation of the acceptance of his tender, the successful tenderer shall credit into the Kolar District Treasury, one half of the total rental due for nine months, including the earnest money already paid plus local cess at one anna per rupee. He shall also execute an agreement binding himself to observe the conditions herein mentioned and other usual conditions. In default of the said payment or of the execution of the said agreement, the acceptance of his tender will be revoked, the earnest money forfeited and the right re-sold.

8. Sales effected under the above para will be at the risk of the defaulter, who shall forfeit all gain, but in the event of a loss by the sale, shall make good the difference between the total amount payable by him for the whole period under the terms of the tender and the total amount payable by the successful bidder at the re-sale. If the said difference be not paid, it will be recovered as a revenue arrear.

9. The successful tenderer or the lessee should work up the lease himself, and if he wishes to transfer it to others, he should obtain the sanction of the District Forest Officer, who will have power to insist upon the payment of a premium for granting the same. The collection of bark by transferee or assignees unrecognized by the District Forest Officer will be dealt with as unauthorized collection.

10. The balance of the lease amount due by the lessee shall be paid up on or before 30th November next failing which the lessee shall forfeit his claims under the lease and the sums already paid by him. The arrears due will be recovered from him as a revenue demand.

Further conditions.

(i) To hold himself responsible to prevent the cutting of tender stems by his servants or sub-contractors.

(ii) To furnish a list of sub-contractors and mestris who may be appointed by them for the collection of bark in the different working circles.

(iii) To cut the kakke trees flush with the ground.

(iv) To keep accounts showing the quantity of the bark removed in accordance with the lease and to permit inspection of such accounts by the Deputy Commissioner or the District Forest Officer or any other officer deputed by them.

(v) To remove each cart-load of bark under a pass issued by the contractor or his agent in the printed form book obtained by the District Forest Officer under his seal and signature and to return the counterfoils to the said officer as soon as each book is finished.

(vi) To hold himself responsible for damage caused by any fire in State Forests or Plantations traceble to his or his employees' negligence.

(vii) To remove out of limit of Kolar District and before 1st July 1907 all bark or barked wood cut, collected or stored by or on behalf of the lessee.

(viii) In the event of breach of any of the above conditions, the lease is liable to be cancelled, all the bark collected to be confiscated, and the lessee to a fine not exceeding Rs. 1,000 to be imposed by the Deputy Commissioner.

(ix) The barked wood will be the property of the lessee.

Notification dated 3rd August 1906.

It is hereby notified that the right of collecting minor forest produce in all the lands at the disposal of Government including the State Forests, reserved lands and plantations of the Kolar District, for the year 1906-07, will be sold by public auction talukwar, hobliwar, junglewar or otherwise, by the Range Forest Officer on the dates and at the places as noted below,

in conjunction with the Amildars of the taluks concerned. The sale will commence at 12 noon on the days appointed :—

No.	Name of taluk.	Date of sale.	Place of sale.
1	Malur	3rd September 1906 ..	Taluk Cutcherry.
2	Kolar	4th do	
3	Mulbagal	5th do	
4	Bowringpet	6th do	
5	Srinivaspur	8th do	
6	Chintamani	10th do	
7	Sidlaghatta	11th do	
8	Chikballapur	12th do	
9	Goribidnur	13th do	
10	Gudibanda Sub-Taluk ...	14th do	
11	Bagepalli	15th do	

Description of produce.

1. Tamarind fruit.
2. Honge seed.
3. Sigekayi or soap-nut.
4. Gum.
5. Honey.
6. Bees-wax.
7. Kapilarang.
8. Cashew-nut.
9. Wood-apple.
10. Lichens.
11. Maradibija or charpoppu.
12. Tarekayi.
13. Paplichekke.
14. Gall-nut.

Note.—Items will be sold severally or *en masse* at the discretion of the officers conducting the sale.

2. The highest bidder shall, immediately on the sale being knocked down to him, pay one-fourth of the lease amount, failing which, the produce is liable to be re-sold at once at his risk, and he will be bound to make good all loss which may arise therefrom, and the same shall be recovered as a revenue demand; but he shall not participate in any profit. The balance of the purchase money shall be paid within one week from the date on which the confirmation of the sale may be intimated to him, failing which the one-fourth deposit already paid shall be forfeited to Government, and he shall lose all his claim to the produce. On paying the full lease amount, he will be required to execute a mutchalika specifying certain terms which will be notified at the time of sale, in the absence of which the lessee will not be permitted to collect the produce. Local cess at the rate of one anna per rupee will be charged in addition on the lease amount.

3. The sale is subject to the confirmation of the Deputy Commissioner.

4. The contractor shall have no right to the produce of trees standing on occupied lands and in private topes.

5. He shall not interfere with the recognized rights of Inamdars.

6. The village amarayi being the produce of trees on village sites, village topes and burial grounds and road avenues, will not be included in the above sale.

7. The contractor shall not injure trees in any way on the plea of collecting the produce.

8. He shall not collect produce not sold to him.

9. He shall remove before the end of January 1907, all the produce leased out to him in the demarcated forests and plantations, which will be closed for fire-protection, from that date, and the produce from the other lands may be continued to be removed till the end of June 1907.

10. He shall not set fire to forests and plantations for collecting the produce or for any other reason whatsoever.

11. Officers holding the sale are empowered to close or adjourn the sale if reasonable offers are not secured.

S. A. BAPU RAO,
Dt. Forest Officer, Kolar Dt.

Notification dated August 1906.

Attention of the public is invited to the Notification dated 4th August 1906, published on pages 1096-1097 of Part II of the *Mysore Gazette* dated 9th August 1906, regarding the sale of right of collecting the minor forest produce in the several taluks of the Hassan District during the year ending 30th June 1907.

Y. SITARAMAIYA,
for *Deputy Commissioner,*
Hassan District.